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25 Geo. II - 7

*An ACT for Sale of certain Estates in the
Counties of Norfolk and Suffolk, comprised in
the Marriage-Settlements of Sir William
Harbord, Baronet, and Knight of the most
Honourable Order of the Bath; and for pur-
chasing other Estates, to be settled to the like
Uses, in lieu thereof.*



*Whereas by Indentures of Lease and Release, bearing
Date respectively the First and Second Days of October
One thousand Seven hundred and Thirty-four; the
Release being of Six Parts, and made, or mentioned
to be made, between Harbord Harbord, of Gunton,
in the County of Norfolk, Esquire (since deceased), of
the First Part; Robert Britiffe, of the City of Norwich,
Esquire (since deceased), of the Second Part; the
Right Honourable John Lord Hobart, Baron of Blick-
ling, in the said County of Norfolk (now the Right
Honourable John Earl of Buckinghamshire), and Ed-
mund Britiffe, of Hunworth, in the said County, Esquire,
of the Third Part; Thomas de Grey, of Merton, in the County of Norfolk, Esquire,
and John Fowle, of Broom, in the said County of Norfolk, Esquire, of the Fourth*

A

Part;

Part; *John Wright*, of *Ewston*, in the County of *Suffolk*, Clerk, and *Francis Green*, of *Erpingham*, in the said County of *Norfolk*, Clerk (since deceased), of the Fifth Part; and Sir *William Harbord*, Baronet, and Knight of the most Honourable Order of the Bath, by the then Name and Addition of *William Morden*, of *Tborpe-Market*, in the said County of *Norfolk*, Esquire (which said *William* is eldest Son and Heir of *Judith Morden*, late of *Suffield*, in the said County of *Norfolk*, deceased; which said *Judith* was One of the Sisters of the said *Harbord Harbord*), and Dame *Elizabeth*, the Wife of the said Sir *William Harbord*, by the Name and Addition of *Elizabeth Morden*, Wife of the said *William Morden* (which said *Elizabeth* is the only Daughter of the said *Robert Britiffe*, by *Elizabeth* his late Wife, and which said *Elizabeth* was One of the Daughters and Coheirs of Sir *William Rant*, late of *Tborpe-Market* aforesaid, Knight, deceased), of the Sixth Part; In Consideration of the Marriage had and solemnized between the said Sir *William Harbord* and Dame *Elizabeth* his Wife, and of a Settlement of certain Manors, Messuages, Lands, and Tenements, by the said *Robert Britiffe*, bearing even Date with the said Release; and for the settling, conveying, and assuring, of the Manors, Messuages, Lands, Tenements, and Hereditaments, therein after-mentioned, to and for the Use and Uses, upon and under the Trust and Trusts, Provisoos and Limitations, therein after declared, limited, and expressed, touching and concerning the same respectively; and in Performance of certain Articles of Agreement, previous to the said Marriage; and for other Considerations in the said Indenture of Six Parts expressed; he the said *Harbord Harbord* did grant, release, and convey (amongst divers other Manors, Messuages, Lands, Tenements, and Hereditaments), All that Messuage, Barns, Stables, Outhouses, Edifices, and Buildings, Farm, Lands, Tenements, and Hereditaments, situate and being in *Morley*, in the said County of *Norfolk*, or some other Town or Parish thereunto near or next adjoining, formerly in the Occupation or Possession of *John Warren*, and then or late of *William Jackson*, his or their Assignee or Assigns, Undertenant or Undertenants; and all that Messuage, Farm, Lands, Tenements, and Hereditaments, situate and being in *Morley* aforesaid, or some other Town or Parish thereunto near or next adjoining, late in the Occupation or Possession of *William Dunkborn*, and then of the said *William Jackson*, his Assignee or Assigns, Undertenant or Undertenants; and all that the Manor or Lordship, or reputed Manor or Lordship, of *Sbelland*, in the County of *Suffolk*, or by whatever other Name or Names the same be called or known, with the Rights and Appurtenances, and the Advowson, Donation, and Patronage of the Parish-Church of *Sbelland* aforesaid; and a Messuage called *Rockbill-Hall*, Farm, Lands, and Hereditaments, thereto belonging, or therewith used, situate and being in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, then or late in the Occupation or Possession of *Samuel Rout*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage and Farm commonly called or known by the Name of *Sbelland-Hall*, Farm, Lands, Tenements, and Hereditaments, situate and being in *Rattlesden*, in the said County of *Suffolk*, and *Sbelland* aforesaid, or some other Parish or Parishes thereunto next or near adjoining, then or late in the Occupation or Possession of *Edmund Poole*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage, Farm, Lands, Tenements, and Hereditaments, in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, then or late in the Occupation or Possession of *John Reed*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage, Farm, Lands, Tenements, and Hereditaments, in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, then or late in the Occu-

Occupation or Possession of *Thomas Pilburrow*, his Assignee or Assigns, Undertenant or Undertenants; and all that Tenement in *Shelland* aforesaid, then or late in the Possession of *Thomas Claxton*, his Assignee or Assigns, Undertenant or Undertenants; and that Cottage in *Shelland* aforesaid, then or late in the Possession of the Widow *Read*, or her Assigns; and all those Woods and Wood-grounds in *Woolpit*, *Rattlesden*, and *Shelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, of him the said *Harbord Harbord*, and late in his Possession or Occupation, and then or late in the Possession or Occupation of the said *Sir William Harbord*, or of some other Person or Persons, as Tenant or Tenants to him; and also all other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, Tythes, Woods, Wood-grounds, Waters, Fishings, Rights and Liberties of Fishing, Foldcourse, Rights and Liberties of Shack and Feed for Sheep, in *Morley*, *Rattlesden*, *Woolpit*, and *Shelland* aforesaid (amongst other Towns therein mentioned); and also the Manor of *Plumstead*, with the Rights and Appurtenances, and the Advowson, Presentation, and Right of Patronage, of, in, and to, the Parish and Parish-Church of *Camley*, in the said County of *Norfolk*; and all those Messuages, Farms, Lands, Meadows, Marshes, Tenements, and Hereditaments, with their Appurtenances, situate and being in *Crimpleham*, in the said County of *Norfolk*, or some other Town or Towns, Parish or Parishes, thereto near or next adjoining, then or late in the several Occupations or Possessions of *John Guibon*, *Richard Gately*, the Widow *Cressy*, *John Harvey*, *Thomas Vincent*, *West*, and

Read, every or any of them, their, every or any of their Assignee or Assigns, Undertenant or Undertenants; and all that Messuage commonly called or known by the Name of *Plumstead-Hall*, Farm, Lands, Tenements, and Hereditaments, in *Plumstead*, *Barningham*, and *Baconsthorpe*, in the said County of *Norfolk*, some or one of them, late in the Possession or Occupation of *Robert Feazer*, his Assignee or Assigns, Undertenant or Undertenants, and then or late of *Peter Burton*, his Assignee or Assigns, Undertenant or Undertenants; and all those Woods and Wood-grounds, in *Plumstead*, *Barningham*, and *Baconsthorpe* aforesaid, some or one of them, then or late in the Possession or Occupation of the said *Harbord Harbord*; and the Reversion and Reversions, Remainder and Remainders thereof, unto the said *Robert Britiffe*, his Heirs and Assigns, To the Uses, and upon and under the Trusts, Provisoos, Conditions, Payments, and Limitations, therein after-mentioned; that is to say, as concerning the Manor or Lordship of *Shelland*, and the Advowson of the Church of *Shelland*; and the said Messuages, Farms, Woods, Wood-grounds, Waters, Fishings, Foldcourse, Shack and Feed for Sheep, Lands, Tenements, and Hereditaments, in *Morley*, *Rattlesden*, *Shelland*, and *Woolpit* aforesaid (amongst other Estates), To the Use of the said *Sir William Harbord*, for his Life; and after the Determination of that Estate, To the Use of the said *John Earl of Buckinghamshire*, and *Edmund Britiffe*, and their Heirs, during the Life of the said *Sir William Harbord*, In Trust to preserve the contingent Remainders; and after the Death of the said *Sir William Harbord*, To the Use of the said *Thomas de Grey* and *John Fowle*, for a Term of Ninety-nine Years, Upon Trust, and to the Intent and Purpose, that the said Dame *Elizabeth Harbord* may have, and yearly receive thereout, from the Death of the said *Sir William Harbord*, for the Term of her Life, for and in the Name of her Jointure, One Annuity or yearly Rent-charge of Six hundred Pounds, of lawful Money of *Great Britain*; and upon this further Trust, that if there should not be any Issue Male of the Body of the said Dame *Elizabeth*, which should be living at the time of her Death, and there should be One or more Daughter or Daughters of her Body by the said *Sir William Harbord* to be begotten, that then the

the said *Thomas de Grey* and *John Fowle*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, by Mortgage or Sale of the Premises, or otherwise, raise, levy, and pay, unto such Daughter, if but One, the Sum of Six thousand Pounds, of lawful Money of *Great Britain*; and if more Daughters than One, the Sum of Ten thousand Pounds of like Money, to be equally divided amongst them, with Interest, at the Rate of Four Pounds *per Centum per Annum*, from the Death of the said *Sir William Harbord*, at their respective Ages of Eighteen Years, or Days of Marriage, which should first happen; and after the Decease of the said *Sir William Harbord* and Dame *Elizabeth* his Wife, and the longer Liver of them, then all the Premises charged as aforesaid, to be To the Use of *Harbord Morden* (now called *Harbord Harbord*) Son of the said *Sir William Harbord* and Dame *Elizabeth* his Wife, in Tail Male; with Remainder to the Second and every other Son of the Body of the said *Sir William Harbord*, on the Body of the said Dame *Elizabeth* his Wife begotten, or to be begotten, in Tail Male, as they should be in Seniority of Age, and Priority of Birth; and for Default of such Issue, then, in case the said Dame *Elizabeth* should happen to be enient with a Son, at the time of the Death of the said *Sir William*, To her Use, until she shall be delivered of such Son, or die, which shall first happen, In Trust for such after-born Son, and the Issue of his Body; and for Default of such Issue, To the Use of the right Heirs of the said *Sir William Harbord*; and as concerning the said Manor, or reputed Manor, of *Plumstead*, and the Advowson of the Church of *Cantley*, and the said Messuages, Farms, Lands, Tenements, and Hereditaments, in *Plumstead*, *Barningham*, *Baconsthorpe*, and *Crimpleham* aforesaid (amongst other Estates), To the Use of the said *Harbord Harbord* (Party to the said Indenture of Six Parts) for his Life, with such Powers as therein after expressed; and after the Determination of that Estate, To the Use of the said *John Earl of Buckinghamshire*, and *Edmund Britiffe*, and their Heirs, during the Life of the said *Harbord Harbord*, In Trust to preserve the contingent Remainders; and, from and after the Death of the said *Harbord Harbord*, To the Use of the said *John Wright* and *Francis Green*, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years. Upon Trust, that they, or the Survivor of them, or the Executors, Administrators, and Assigns, of such Survivor, should by Mortgage or Sale of the Premises, or otherwise, raise and levy any Sum of Money, not exceeding, in the Whole, the Sum of Six thousand Pounds, to be paid to such Person or Persons, and in such manner, as the said *Harbord Harbord* should, by his last Will and Testament, order, direct, and appoint; and to this further Intent and Purpose, That they the said *Francis Green* and *John Wright*, or the Survivor of them, or the Executors or Administrators of such Survivor, should, by the like Ways or Means, raise, levy, and pay, all such Sum and Sums of Money, for the Portion or Portions of the younger Son or Sons, Daughter or Daughters, of the said *Sir William Harbord*, on the Body of the said Dame *Elizabeth* his Wife, as the said *Sir William Harbord* should order, direct, and appoint, not exceeding Five thousand Pounds apiece; and, after the Determination of the said Estates, then to the Use of the said *Sir William Harbord* for his Life, with such Powers as therein expressed; and, from and after the Determination of that Estate, To the Use of the said *John Earl of Buckinghamshire*, and *Edmund Britiffe*, and their Heirs, during the Life of the said *Sir William Harbord*, In Trust to preserve the contingent Remainders; and, from and after the Death of the said *Sir William Harbord*, To the Use of the said *Harbord Morden* (now called *Harbord Harbord*), in Tail Male, with Remainder to the Second

cond and every other Son of the said Sir *William*, on the Body of the said Dame *Elizabeth* to be begotten, in Tail Male successively, as they should be in Seniority of Age, and Priority of Birth; and, for Default of such Issue; then in case the said Dame *Elizabeth* should be ensient with a Son at the time of the Death of the said Sir *William*, To the Use of such after-born Son, and the Issue of his Body; and, for Default of such Issue, To the Use of the right Heirs of the said Sir *William Harbord*, charged and chargeable as aforesaid:

And whereas by other Indentures of Lease and Release, of the same Date with the before recited Indentures, the Release being Quadrupartite, and made, or mentioned to be made, between the said *Robert Britiffe* (since deceased), of the First Part; the said *Harbord Harbord* (since deceased); of the Second Part; the said Earl of *Buckinghamshire* (by the Name and Addition of the Right Honourable *John Lord Hobart Baron of Blickling*, in the said County of *Norfolk*), and the said *Edmund Britiffe*, of the Third Part; the said Sir *William Harbord* (by the Name of *William Morden*), and the said Dame *Elizabeth* his Wife (by their several Additions therein mentioned), of the Fourth Part; for the Considerations therein mentioned, the said *Robert Britiffe* did grant, release, and convey (amongst diverse other Manors, Messuages, Lands, Tenements, and Hereditaments), all those the Manors or Lordships, or reputed Manors or Lordships, of *Cantley-Uphall*, and *Cantley-Netherball*, in the said County of *Norfolk*; and the Reversion and Reversions, Remainder and Remainders thereof; unto the said *Harbord Harbord*, Party thereto, his Heirs and Assigns, To the Use of the said Sir *William Harbord* for his Life; and, after the Determination of that Estate, To the Use of the said Earl of *Buckinghamshire*, and *Edmund Britiffe*, and their Heirs, during the Life of the said Sir *William Harbord*, In Trust to preserve the contingent Remainders; and, after the Death of the said Sir *William Harbord*, To the Use of the said Dame *Elizabeth* for her Life; and, after the Determination of that Estate, To the Use of the said Earl, and *Edmund Britiffe*, and their Heirs, during the Life of the said Dame *Elizabeth*, In Trust to preserve the contingent Remainders; and, after the Death of the Survivor of them the said Sir *William* and Dame *Elizabeth*, To the Use of *Harbord Morden* (now called *Harbord Harbord*), Son of the said Sir *William* and Dame *Elizabeth*, in Tail Male; with Remainder to the Second and every other Son of the said Sir *William*, on the Body of the said Dame *Elizabeth* begotten, or to be begotten, in Tail Male successively, as they should be in Seniority of Age, and Priority of Birth; and, for Default of such Issue, then, in case the said Dame *Elizabeth* should be ensient with a Son at the Time of the Death of the said Sir *William*, To the Use of such after-born Son, and the Issue of his Body; and, for Default of such Issue, To the Use of the Daughter and Daughters of the said Sir *William*, on the Body of the said Dame *Elizabeth* begotten, or to be begotten, and the Issue of the Bodies of such Daughter or Daughters; the said Daughters to take as Tenants in common; with Remainder, To the Use of the First Son of the said Dame *Elizabeth*, by any other after-taken Husband, in Tail Male; and, for Default of such Issue, To the Use of the Second and every other Son of the said Dame *Elizabeth*, in Tail-General, as they should be in Seniority of Age, and Priority of Birth; with Remainder to the Daughter and Daughters of the Body of the said Dame *Elizabeth*, in Tail-General; the said Daughters, if more than One, to take as Tenants in common; with Remainder to the said *Robert Britiffe*, his Heirs and Assigns; with a Proviso, That if the said Dame *Elizabeth*

betb should not have any Child or Children of her Body living at the time of her Death, and such Child or Children should all die without Issue, that then the Premises should be charged with the Payment of any Sum or Sums of Money, not exceeding, in the Whole, the Sum of Six thousand Pounds, to be raised and paid to such Person or Persons, as she should by her last Will and Testament, or any Writing, to be executed by her in the Presence of Three or more credible Persons attesting the same, give, direct, or appoint the same: And it is, in and by the said several recited Indentures of Release, declared and agreed, That it should be lawful to and for the Person or Persons, who should be in Possession of the Premises, by virtue of the Limitations or Uses aforesaid, to make Leases thereof, or of any Part or Parcel thereof, for any Term or Number of Years, not exceeding One-and-twenty Years, to take Effect in Possession, and not in Reversion, reserving the best and most improved Rent that could or can be had or gotten for the same:

And whereas the said Manors or Lordships, or reputed Manors or Lordships, of *Shelland*, *Plumstead*, *Cantley-Upball*, and *Cantley-Netherball*, and the said Advowsons, Donations, or Patronages, of the Parish Churches of *Shelland* and *Cantley*, and the said Messuages, Lands, Tenements, Tythes, Woods, Wood-grounds, Waters, Fishings, and Hereditaments, in *Morley*, *Shelland*, *Rattlesden*, *Woolpit*, *Crimplesham*, *Plumstead*, *Barningham*, and *Baconsforpe* aforesaid, lie remote from the Seat and Mansion-house of the said Sir *William Harbord*, and the Bulk of the other Estates comprised in the said several recited Indentures of Settlement; and the said Sir *William Harbord*, and Dame *Elizabeth* his Wife, are desirous, that the same may be disposed of, and the Money arising by such Sale laid out in the Purchase of other more convenient Estates, to be settled to and for such and the same Uses respectively, as the same Premises now stand settled and limited, by virtue of the said several recited Indentures of Settlement; But, by reason of the Limitations contained in the said several recited Indentures of Settlement, and the Infancy of the eldest Son of the said Sir *William Harbord*, and Dame *Elizabeth* his Wife, such Sale cannot be effected, nor a good Title made to a Purchaser of the Premises so proposed to be sold, without the Aid of an Act of Parliament:

Wherefore Your Majesty's most dutiful and loyal Subjects, the said Sir *William Harbord*, and Dame *Elizabeth* his Wife, for themselves, and on the behalf of *Harbord Harbord* their Son and Heir, an Infant,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the said Messuage, Barns, Stables, Out-houses,

houses, Edifices, and Buildings, Farm, Lands, Tenements, and Hereditaments, situate and being in *Morley*, in the said County of *Norfolk*, or some other Town or Parish thereunto near or next adjoining, formerly in the Occupation or Possession of *John Warren*, and now or late of *William Jackson*, his, or their Assignee or Assigns, Undertenant or Undertenants; and all that the said Messuage, Farm, Lands, Tenements, and Hereditaments, situate and being in *Morley* aforesaid, or some other Town or Parish thereunto near or next adjoining, late in the Occupation or Possession of *William Dunkhorn*, and now or late of the said *William Jackson*, his Assignee or Assigns, Undertenant or Undertenants; and all that the said Manor or Lordship, or reputed Manor or Lordship, of *Sbelland*, in the said County of *Suffolk*, or by whatever other Name or Names the same be called or known; with the Rights and Appurtenances; and the Advowson, Donation, and Patronage, of the Parish-Church of *Sbelland* aforesaid, and the said Messuage, called *Rockbill-Hall*, Farm, Lands, and Hereditaments, thereto belonging, or therewith used, situate and being in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, now or late in the Occupation or Possession of *Samuel Rout*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage and Farm, commonly called or known by the Name of *Sbelland-Hall*, Farm, Lands, Tenements, and Hereditaments, situate and being in *Rattlesden*, in the said County of *Suffolk*, and *Sbelland* aforesaid, or some other Parish or Parishes thereunto next or near adjoining, late in the Occupation or Possession of *Edmund Poole*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage, Farm, Lands, Tenements, and Hereditaments, in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, late in the Occupation and Possession of *John Reed*, his Assignee or Assigns, Undertenant or Undertenants; and all that Messuage and Farm, Lands, Tenements, and Hereditaments, in *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, late in the Occupation or Possession of *Thomas Pilburrow*, his Assignee or Assigns, Undertenant or Undertenants; and all that Tenement in *Sbelland* aforesaid, late in the Possession of *Thomas Claxton*, his Assignee or Assigns, Undertenant or Undertenants; and that Cottage in *Sbelland* aforesaid, late in the Possession of the Widow *Read*, or her Assigns; and all those Woods and Wood-grounds, in *Woolpit*, *Rattlesden*, and *Sbelland* aforesaid, or some other Parish or Parishes thereto near or next adjoining, late of the said *Harbord Harbord*, and late in his Possession or Occupation; and now or late in the Possession or Occupation of the said Sir *William Harbord*, or of some other Person or Persons, as Tenant or Tenants to him; and also all other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, Tythes, Woods, Wood-grounds, Waters, Fishings, Rights and Liberties of Fishing, Foldcourse, Rights and Liberties of Shack and Feed for Sheep, late of the said *Harbord Harbord*, in *Morley*, *Rattlesden*, *Woolpit*, and *Sbelland* aforesaid; and also the Manor of *Plumstead*, with the Rights and Appurtenances, and the Advowson, Presentation, and Right of Patronage, of, in, and to, the Parish and Parish-Church of *Cantley*, in the said County of *Norfolk*; and all those Messuages, Farms, Lands, Meadows, Marshes, Tenements, and Hereditaments, with their Appurtenances situate and being in *Crimplesham*, in the said County of *Norfolk*, or some other Town or Towns, Parish or Parishes, thereto near or next adjoining, now or late in the several Occupations or Possessions of *John Guibon*, *Richard Gately*, the Widow *Cresy*, *John Harvey*, *Thomas Vincent*, *West*, and *Read*, every or any of them, their, every or any of their Assignee or Assigns, Undertenant or Undertenants; and all that Messuage, commonly called or known by the Name of *Plumstead-Hall*, Farm, Lands, Tenements,

Tenements, and Hereditaments, in *Plumstead, Barningham, and Baconsborge*, in the said County of *Norfolk*, some or one of them, late in the Possession or Occupation of *Robert Feazer*, his Assignee or Assigns, Undertenant or Undertenants, and now or late of *Peter Burton*, his Assignee or Assigns, Undertenant or Undertenants; and all those Woods and Wood-grounds, in *Plumstead, Barningham, and Baconsborge* aforesaid, some or one of them, late in the Possession or Occupation of the said *Harbord Harbord*, with all and every the Ways, Easements, Liberties, Privileges, Profits, Commodities, Rights, and Appurtenances whatsoever, to the said Hereditaments and Premises, every or any of them, belonging or appertaining, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of the said Hereditaments and Premises; shall, from and after the First Day of *May* One thousand Seven hundred and Fifty-two, be settled upon, and vested in, and the same are hereby settled upon, and vested in, the said *John Earl of Buckinghamshire*, and the Right Honourable *John Hobart* Esquire, commonly called Lord *Hobart*, eldest Son and Heir-apparent of the said Earl, their Heirs and Assigns, To the Use of the said *John Earl of Buckinghamshire*, and Lord *Hobart*, their Heirs and Assigns for ever, freed and discharged, and absolutely exempted and indemnified, of, from, and against, all the Estates, Uses, Trusts, Limitations, Powers, Provisoos, Remainders, and Contingencies, limited, created, expressed, and declared, of and concerning the said Manors, Advowsons, Messuages, Lands, Tenements, Hereditaments, and Premises, in and by the said First herein recited Indentures of Lease and Release; Upon Trust nevertheless, That they the said *John Earl of Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, by and with the Consent and Approbation of such Person and Persons as would, for the Time being, be intitled to the Possession of the Premises by virtue of the said First herein recited Indentures of Lease and Release, in case this Act had not been made; and in case such Person shall be an Infant, then with the Approbation of the Guardian or Guardians of such Infant; sell and convey the said last-mentioned Manors, Advowsons, Messuages, Lands, Tenements, Hereditaments, and Premises, either intirely, or in Parcels, unto any Person or Persons that shall be willing to purchase the same, for the most Money, and best Price and Prices, that they can get for the same; and also shall and do, by and with the like Consent and Approbation, lay out, apply, and dispose of, the Money arising by such Sale or Sales, as aforesaid, in One or more Purchase or Purchases of Lands, Tenements, and Hereditaments, in Fee-simple, in Possession; and also shall and do, immediately after such Purchase or Purchases shall be so made, settle, convey, and assure, the Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to, such and so many of the Uses, Estates, Trusts, Powers, Provisoos, and Limitations, in and by the said First herein recited Indenture of Release, limited, expressed, and declared, of and concerning the said last-mentioned Manors, Advowsons, Messuages, Lands, Tenements, Hereditaments, and Premises, respectively hereby vested, In Trust to be sold, as aforesaid, as shall be then existing undetermined, or capable of taking Effect; and also upon this further Trust, That they the said *John Earl of Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do permit and suffer the Rents, Issues, and Profits, of the said Premises, so vested in them, and their Heirs, In Trust to be sold, as aforesaid, until such Sale shall be thereof made, as

aforesaid, to be had, received, and taken, by the Person and Persons to whom the same Premises are by the said herein First recited Indenture of Release respectively limited, as afore-mentioned, and who should and ought to receive the same Rents, Issues, and Profits, respectively, in case this Act had not been made.

And it is hereby further Enacted, by the Authority aforesaid, That all those the Manors or Lordships, or reputed Manors or Lordships, of *Cantley-Upball* and *Cantley-Netherball*, in the said County of *Norfolk*, with all and every the Liberties, Privileges, Profits, Commodities, Rights, and Appurtenances whatsoever, to the same Manors or Lordships, or reputed Manors or Lordships, every or any of them, belonging or appertaining, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof; shall, from and after the First Day of *May* One thousand Seven hundred and Fifty-two, be settled upon, and vested in, and the same are hereby settled upon, and vested in, the said *John* Earl of *Buckinghamshire*, and Lord *Hobart*, their Heirs and Assigns, To the Use of the said *John* Earl of *Buckinghamshire*, and Lord *Hobart*, their Heirs and Assigns for ever, freed and discharged, and absolutely exempted and indemnified, of, from, and against, all the Estates, Uses, Trusts, Limitations, Powers, Provisoos, Remainders, and Contingencies, limited, created, expressed, and declared, of and concerning the said Manors or Lordships, or reputed Manors or Lordships, with their Appurtenances, in and by the Second herein recited Indentures of Lease and Release; Upon Trust nevertheless, That they the said *John* Earl of *Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, by and with the Consent and Approbation of such Person or Persons as would, for the Time being, be intitled to the Possession of the said Manors or Lordships, or reputed Manors or Lordships, with their Appurtenances, by virtue of the said Second herein recited Indentures of Lease and Release, in case this Act had not been made; and in case such Person shall be an Infant, then, with the Approbation of the Guardian or Guardians of such Infant; sell and convey the same last-mentioned Manors or Lordships, or reputed Manors or Lordships, with their Appurtenances, either intirely, or in Parcels, unto any Person or Persons that shall be willing to purchase the same, for the most Money, and best Price and Prices, that they can get for the same; and also shall and do, by and with the like Consent and Approbation, lay out, apply, and dispose of the Money arising by such Sale or Sales, as aforesaid, in One or more Purchase or Purchases of Lands, Tenements, and Hereditaments, in Fee-simple, in Possession; and also shall and do, immediately after such Purchase or Purchases shall be so made, settle, convey, and assure, the Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to such and so many of the Uses, Estates, Trusts, Powers, Provisoos, and Limitations, in and by the said Second herein recited Indenture of Release, limited, expressed, and declared, of and concerning the said last-mentioned Manors or Lordships, or reputed Manors or Lordships, with their Appurtenances respectively hereby vested, In Trust to be sold, as aforesaid, as shall be then existing undetermined, or capable of taking Effect; and also upon this further Trust, That they the said *John* Earl of *Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do permit and suffer the Rents, Issues, and Profits, of the said last-mentioned Premises, so vested in them, and their Heirs, In Trust to be sold, as aforesaid, until such Sale shall be so made thereof, as aforesaid,

to be had, received, and taken, by the Person and Persons to whom the same Premises are, by the said Second herein recited Indenture of Release, respectively limited, as afore-mentioned, and who should and ought to receive the same Rents, Issues, and Profits, respectively, in case this Act had not been made.

And it is hereby further Declared and Enacted, by the Authority afore-said, That in the mean time, after the Sale and Conveyance of the Premises hereby vested, In Trust to be sold, as afore-said, and until such Lands, Tenements, and Hereditaments, hereby directed to be purchased with the Money arising by such Sale and Sales, can be purchased accordingly, it shall and may be lawful to and for the said *John Earl of Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, by and with such Consent and Approbation, as afore-said, to place out the Money arising by such Sale or Sales in the Publick Funds, or on Government or Real Security, at Interest; and also from time to time, with the like Approbation and Consent, to call in the Principal Money so to be placed out, and to place out the same again, on new or other such Securities, at Interest: And that the Interest arising, and to be produced, from such Securities, shall be paid to such Person or Persons as would be intitled to the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

And, for the promoting and facilitating the Sale of the Premises for the Purposes of this Act, It is hereby further Enacted and Declared, That the Receipt or Receipts of the said *John Earl of Buckinghamshire*, and Lord *Hobart*, and the Survivor of them, and the Heirs and Assigns of such Survivor, under his or their Hand or Hands respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the Premises hereby vested, In Trust to be sold, as afore-said, or any Part thereof, and to the respective Heirs, Executors, Administrators, and Assigns, of such Purchaser or Purchasers, for so much of the said Purchase-money for which such Receipt or Receipts shall be given: And that after such Receipt or Receipts the said Purchaser or Purchasers, his or their Heirs, Executors, Administrators, and Assigns respectively, shall be, and are hereby, absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

Provided always, and it is hereby further Enacted, by the Authority afore-said, That the said *John Earl of Buckinghamshire*, and Lord *Hobart*, shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby declared, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other: And also that the said *John Earl*
of

of *Buckinghamshire*, and Lord *Hobart*, their respective Heirs, Executors, and Administrators, shall and may, out of the Rents and Profits of the Premises hereby vested in them, In Trust to be sold, as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, their respective Heirs, Successors, Executors, Administrators, and Assigns (Other than and except the said Sir *William Harbord*, and Dame *Elizabeth* his Wife, and their First and every other Son, and the Heirs of the Bodies of such Sons respectively, and all the Daughters of the said Sir *William Harbord*, and Dame *Elizabeth* his Wife, and the Heirs of the Bodies of such Daughters respectively, and the First and every other Son of the said Dame *Elizabeth Harbord*, by any after-taken Husband to be begotten, and the Heirs of their Bodies respectively, and all the Daughters of the said Dame *Elizabeth Harbord*, by any after-taken Husband to be begotten, and the Heirs of their Bodies respectively, and the right Heirs of the said Sir *William Harbord*, and the right Heirs of the said *Robert Bristiffe*, and other than and except the several Persons claiming, or to claim, as Trustees, by or under the said recited Indentures, or either of them, their respective Heirs, Executors, and Administrators), All such Estate, Right, Title, Interest, Claim, and Demand, of, in, and to, the said Manors, Advowsons, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby vested, In Trust to be sold, as aforesaid, every or any Part thereof, as they, every or any of them, had before the passing this Act, or could or might have had or enjoyed, in case this Act had never been made.

An ACT for Sale of certain Estates
in the Counties of Norfolk and Suff-
olk, comprised in the Marriage-
Settlements of Sir William Har-
bord, Baronet, and Knight of the
most Honourable Order of the Bath;
and for purchasing other Estates, to
be settled to the like Uses, in lieu
thereof.